

- UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

7. This Court is the proper venue pursuant to 28 U.S.C. § 1391.

Facts

8. On May 10, 2012 Chawla purchased a diamond engagement ring from Brilliance LLC for \$18,771.00. Receipt attached as exhibit A.
9. Chawla gave the ring to Sharma who had it appraised on June 21, 2012 for a value of \$19,000.00. Appraisal report attached as Exhibit B.
10. The appraisal revealed that the diamond was not a G grade color clarity as Chawla had ordered but an inferior K to L color.
11. On June 22, 2012, Bhuwan Chawla negotiated a return and refund of a diamond ring purchased from Brilliance, LLC in Boynton Beach Florida.
12. On June 23, 2102, Sharma who had physical possession of the ring shipped it via UPS Next Day Air tracking number 1Z4E335F2475311487 from UPS store # 4808 in Staten Island.
13. Sharma packaged the ring securely in a cardboard box which was then put in a large envelope which was folded over and securely tapped shut. The package was not labeled or otherwise marked in a way that might suggest the nature of its contents.
14. Sharma expressed reservations about shipping such a valuable item to the UPS Store representative. The representative assured her that it would be protected if she took out a declared value policy. Sharma purchased a declared value on the package of \$20,000.00 for an additional \$250.05. [Receipt attached as Exhibit C].
15. The package was delivered on June 25, 2012 and signed for by Jacob Ohanyon, co-owner of Brilliance LLC.

16. Ohanyon claims to have opened the package and there was no ring inside. Ohanyon filed an incident report with the Boynton Beach Police Department. [Exhibit D].
17. On or about June 26, 2012 Brilliance LLC on behalf of Chawla and Sharma filed a claim with UPS asserting that UPS was liable for lost goods.
18. On information and belief, the claim was made in writing or electronically, included delivery information including dates of delivery, included a copy of the original shipping order, proof of declared value, and copy of the police report.
19. Brilliance LLC delivered the empty package to UPS for its inspection.
20. In a letter dated October 12, 2012 UPS denied liability to either Brilliance LLC or Chawla. [Exhibit E].
21. The letter confirmed the existence of a \$20,000 declared value policy.
22. The letter requested further information to facilitate further negotiation, including information about the value of the ring.
23. On March 13, 2013, Chawla provided UPS with the requested information. Specifically a picture of the ring, a copy of the appraisal, a video recording of the package of the ring before it was delivered to the UPS Store, Chawla's order receipt form Brilliance, Chawla's credit card statements showing purchase of the ring, and the record of credit card billing disputes opened by Chawla after the ring was lost. At that time Chawla also offered to provide more information if requested.
24. On April 23, 2013 counsel for UPS emailed counsel for Chawla that upon further investigation UPS was reaffirming its denial of the claim and any liability for lost goods.

Count I,
Breach of Contract

25. Plaintiff reasserts all statement in paragraphs 1-24 and incorporates them by reference.
26. Sharma delivered the ring properly packaged to UPS Store # 4808 on June 23, 2012.
27. Sharma purchased declared value coverage on the ring in case of damage or loss during transit from Staten Island to Boyton Beach Florida.
28. The package was in the exclusive control of Defendant or its agents from the time Sharma handed the package over to UPS Store until arrival at its destination.
29. On information a belief, the package arrived at its destination but there was no diamond ring inside.
30. A proper claim for lost property was filed with UPS on the shipper's behalf.
31. UPS wrongfully denied all claims of liability for lost property.

WHEREFORE, Plaintiff request this Honorable Court enter judgment against Defendant

- a) Award compensation for actual damages for the value of the lost diamond ring; and
- b) Order all such relief as shall be just and proper.

Count II
Negligence

32. Plaintiffs reassert all statement in paragraphs 1-31 and incorporates them by reference.
33. Defendant failed to exercise reasonable care in shipping the package.
34. Defendant failed to conduct a reasonable investigation in response to claims made for lost property.
35. As a result of Defendant's negligence Plaintiff's suffered loss of the package, loss of right to receive a refund from Brilliance LLC, and mental and emotional pain and suffering.

WHEREFORE, Plaintiff request this Honorable Court enter judgment against Defendant:

- a) Award plaintiff actual damages, including value of the package and mental and emotional pain and suffering; and
- b) ordering such further relief as shall be just and proper.

Count II
Conversion

- 36. Plaintiffs reassert all statements in paragraphs 1-35 and incorporate them by reference.
- 37. Defendant or its agents took the ring took wrongful ownership of the ring while it was temporary entrusted to its care.
- 38. As a result of Defendant's negligence Plaintiff's suffered loss of the package, loss of right to receive a refund from Brilliance LLC, and mental and emotional pain and suffering.

WHEREFORE, Plaintiff request this Honorable Court enter judgment against Defendant:

- a) Award plaintiff actual damages, including value of the package and mental and emotional pain and suffering; and
- b) ordering such further relief as shall be just and proper.

Plaintiffs claim trial by jury on all issues so triable.

Respectfully Submitted

Plaintiffs' Attorney,

_____/s/ Sebastian Korth
Sebastian Korth, Esq.
BBO # 676127
Korth Law Office
77 Franklin Street, Suite 300
Boston, MA 02110
p 617-259-1955
f 617-238-2167
SKorth@korthlawoffice.com